

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CANOPIUS US INSURANCE, INC.)	
)	
Plaintiff,)	
)	
vs.)	Civil Action No. 1:18–CV–15916 (NLH)
)	(JS)
BERLIN BUILDERS INC.,)	
)	
Defendants,)	
and)	
)	
EVERTON MELO, BERLIN)	
CONSTRUCTION INC. and CRANBERRY)	
BUILDERS, INC.,)	
)	
Nominal Defendants.)	
)	

PLEASE TAKE NOTICE that on **Monday October 19, 2020** at 9 o'clock in the forenoon or as soon thereafter as counsel may be heard, the undersigned, attorneys for Plaintiff, CANOPIUS US INSURANCE, INC., moves the within Court, in accordance with this Court's Local Rules, for an Order pursuant to Federal Rule of Civil Procedure 56: (1) declaring that Canopus US has no obligations to provide defense and indemnification to Berlin Builders for the Melo Lawsuit as the injuries alleged in the Melo Lawsuit are excluded by the Independent Contractors Employees, Leased Workers, Temporary Workers, Casual Labor or Volunteers Exclusion on the Canopus US Policy; (2) declaring that Canopus US has no obligations to provide defense and indemnification to Berlin Builders for the Melo Lawsuit as the injuries alleged in the Melo Lawsuit are excluded by the Specified Operations Exclusion – Roofing on the Canopus US Policy; and (3) declaring that Canopus US has no obligation to provide

payment of any judgment that any party may obtain against the Berlin Builders in the Melo Lawsuit.

PLEASE TAKE FURTHER NOTICE that Plaintiff shall rely upon the upon the statement of material facts pursuant to Local Civil Rule 56.1(a), the September 24, 2020 Declaration of Alexandra E. Rigney, and all exhibits annexed thereto, and the accompanying Memorandum of Law in support of the within motion.

A proposed form of Order is annexed hereto.

The undersigned requests oral argument at this time.

Date: September 24, 2020



Alexandra E. Rigney, ESQ.
FLEISCHNER POTASH, LLP
Attorneys for Defendant:
CANOPIUS US INSURANCE, INC.

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**ORDER GRANTING SUMMARY JUDGMENT TO PLAINTIFF CANOPIUS US
INSURANCE, INC.**

This matter having been opened to the Court by White Fleischner & Fino, LLP, attorneys for Plaintiff, CANOPIUS US INSURANCE COMPANY, INC. by way of Notice of Motion pursuant to Federal Rule of Civil Procedure 56, seeking (1) declaring that Canopius US has no obligations to provide defense and indemnification to Berlin Builders for the Melo Lawsuit as the injuries alleged in the Melo Lawsuit are excluded by the Independent Contractors Employees, Leased Workers, Temporary Workers, Casual Labor or Volunteers Exclusion on the Canopius US Policy; (2) declaring that Canopius US has no obligations to provide defense and indemnification to Berlin Builders for the Melo Lawsuit as the injuries alleged in the Melo Lawsuit are excluded by the Specified Operations Exclusion – Roofing on the Canopius US Policy; and (3) declaring that Canopius US has no obligation to provide payment of any judgment that any party may obtain against the Berlin Builders in the Melo Lawsuit, and the

Court having considered the papers submitted in support thereof and any objections thereto, having heard the arguments of counsel, and for other good cause having been shown;

IT IS on this _____ day of _____ 2020

ORDERED, Plaintiff, CANOPIUS US INSURANCE, INC.'s Motion for Summary Judgment pursuant to Federal Rule of Civil Procedure 56, is hereby GRANTED; and, it is further

DECLARED, that Canopius US has no obligations to provide defense and indemnification to Berlin Builders for the Melo Lawsuit as the injuries alleged in the Melo Lawsuit are excluded by the Independent Contractors Employees, Leased Workers, Temporary Workers, Casual Labor or Volunteers Exclusion on the Canopius US Policy; and, it is further

DECLARED, that Canopius US has no obligations to provide defense and indemnification to Berlin Builders for the Melo Lawsuit as the injuries alleged in the Melo Lawsuit are excluded by the Specified Operations Exclusion – Roofing on the Canopius US Policy; and, it is further,

DECLARED, that Canopius US has no obligation to provide payment of any judgment that any party may obtain against the Berlin Builders in the Melo Lawsuit; and it further,

ORDERED, that a copy of the within Order shall be served upon all parties within seven (7) days of the date herein.

Noel L. Hillman, U.S.D.J.

() Opposed

() Unopposed

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_____)	

CERTIFICATION OF SERVICE

I, Alexandra E. Rigney, Esquire, am an attorney with the law firm of Fleischner Potash, LLP and hereby certify that on September 24, 2020, Plaintiff CANOPIUS US INSURANCE, INC.'s. Notice of Motion for Summary Judgment, Declaration of Alexandra E. Rigney, Esq., and all exhibits annexed thereto, Memorandum of Law Proposed Order were delivered to the Clerk of the United States District for the District of New Jersey, Camden Vicinage, via electronic filing. A copy of the above documents was delivered via electronic filing to Anthony Granato, Esq., Jarve Kaplan Granato Starr, LLC, 10 Lake Center Executive Park, Suite 204, 401 Route 73, North, Suite 204, Marlton, NJ 08053 agranato@nj-triallawyers.com.

A copy of the above documents was sent by first class mail on September 25, 2020 to the following defendants, who have not appeared in this litigation, at the below addresses:

Berlin Builders Inc.

c/o AKP Services, Inc.
1028 US Highway 206, Suite 2
Bordentown, NJ 08505

Berlin Construction Inc.
c/o AKP Services, Inc.
1028 US Highway 206, Suite 2
Bordentown, NJ 08505

Cranberry Builders, Inc.
219 Midland Ave.
Wayne, PA 19087

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: September 25, 2020



ALEXANDRA E. RIGNEY, ESQ.
FLEISCHNER POTASH LLP
Attorneys for Plaintiff
CANOPIUS US INSURANCE, INC.